

Form PTO-1595

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET U.S. DEPARTMENT OF COMMERCE PATENTS ONLY U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Marlen Research Corporation 9201 Barton Street Overland Park, Kansas 66214 [X] Corporation - State of Missouri Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies): Name: PNC Bank, National Association Internal Address: PNC Business Credit Street Address: 249 Fifth Avenue, One PNC Plaza City: Pittsburgh State: PA Zip: 15222 Additional name(s) & address(es) attached? [] Yes [X] No

3. Nature of conveyance: [] Assignment [] Merger [X] Security Agreement [] Change of Name [] Other Execution Date: May 29, 2002

4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is A. Patent Application No.(s) 08605326

B. Patent No.(s) D369510 4700899 4674267 4637936 4708296 4747342 Additional numbers attached? [X] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Timothy J. Feathers Internal Address: Stinson Morrison Hecker LLP Street Address: 1201 Walnut, Suite 2800 City: Kansas City State: Missouri Zip: 64106-2150

6. Total number of applications and patents involved: 20 7. Total fee (37 CFR 3.41) \$ 800.00 [] Enclosed [X] Authorized to be charged to deposit account 8. Deposit account number: 19-4409 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Timothy J. Feathers

Name of Person Signing



Signature

11/8/02

Date

Total number of pages including cover sheet, attachments, and document: **18**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

Continuation of Item 4 B. Patent Nos.

| | | |
|---------|---------|---------|
| 4830230 | 5035671 | 5553985 |
| 4884594 | 5071326 | 5464338 |
| 4905348 | 5197914 | 5479847 |
| 5014882 | RE35297 | 6113482 |
| 4974292 | | |

PATENT COLLATERAL ASSIGNMENT

This Agreement is made as of the 22nd day of January, 2002, between MARLEN RESEARCH CORPORATION, a Missouri corporation, having a mailing address at 9202 Barton Street, Overland Park, Kansas 66214 (the "Assignor") and PNC BANK, NATIONAL ASSOCIATION, having a mailing address at PNC Business Credit, 249 Fifth Avenue, One PNC Plaza Pittsburgh, Pennsylvania 15222 as successor-in-interest to National Bank of Canada (the "Lender").

Assignor has executed and delivered a Revolving Credit Demand Note (the "Note") to Lender in the aggregate principal amount of \$3,500,000.00 pursuant to a Loan and Security Agreement dated January 22, 2002, between Assignor and Lender (as amended from time to time, collectively the "Loan Agreement"). In order to induce Lender to execute and deliver the Loan Agreement, Assignor has agreed to assign to Lender certain patent rights as security for payment of the Note and future indebtedness.

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with Lender as follows:

1. To secure the complete and timely satisfaction of all Reno Obligations (as defined in the Loan Agreement), Assignor hereby grants, assigns and conveys to Lender a security interest in the entire right, title and interest in and to the United States patents and the United States pending patent applications of the Assignor listed in Exhibit A hereto and the foreign patents and foreign patent applications listed in Exhibit B hereto, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations in part thereof (collectively called the "Patents").

2. Assignor covenants and warrants that:

(a) The Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) To the best of Assignor's knowledge, each of the Patents is valid and enforceable, in whole or in part;

(c) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, free and clear of any liens, charges and encumbrances, including without limitation, pledges, assignments, licenses, shop rights and covenants by Assignor not to sue third persons; and

(d) Assignor has the unqualified right to enter into this Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained.

Except as specifically set forth above, Assignor does not warrant that the Patents might not be

declared invalid if challenged in court.

3. Assignor agrees that, until all of the Reno Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Agreement, without Lender's prior written consent.

4. If, before the Reno Obligations shall have been satisfied in full, Assignor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, continuation, renewal, extension or continuation in part of any Patent or any improvement on any Patent, the provisions of paragraph 1 shall automatically apply thereto and Assignor shall give to Lender prompt notice thereof in writing.

5. Assignor authorizes Lender to modify this Agreement by amending Schedule A to include any future patents and patent applications which are Patents under paragraph 1 or paragraph 4 hereof.

6. Unless and until there has occurred and is continuing an Event of Default (as defined in the Loan Agreement), Lender hereby grants to Assignor the exclusive, nontransferable right and license under the Patents to make, have made for it, use and sell the inventions and products embodying them disclosed and claimed in the Patents for Assignor's own benefit and account and the right to sublicense the use of the Patents, provided that such sublicenses are subordinate to and do not infringe upon Lender's rights under this Agreement. Assignor shall promptly provide Lender a copy of any sublicense permitted hereunder upon execution thereof.

7. If any Event of Default shall have occurred and be continuing, Assignor's license under the Patents, as set forth in paragraph 6, shall terminate forthwith, and Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents may be located. Without limiting the generality of the foregoing, Lender may immediately, without demand of performance and without other notice (except as set forth in this paragraph 7) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Overland Park, Kansas, or elsewhere, the whole or from time to time any part of the Patents, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Reno Obligations. Any remainder of the proceeds after payment in full of the Reno Obligations shall be paid over to the Assignor. Notice of any sale or other disposition of the Patents shall be given to Assignor at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Lender or any holder of the Note may, to the extent permissible under applicable law, purchase the whole or any part of the Patents sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

8. If any Event of Default shall have occurred and be continuing, Assignor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender, as Lender may select in its exclusive discretion, as Assignor's true and lawful attorney-in-fact,

with the power to endorse Assignor's name on all papers relating to the Patents and patent applications which are covered by this Agreement and on all applications, documents, papers and instruments necessary for Lender to use the Patents, or to obtain and maintain the Patents and patent applications or to grant or issue any exclusive or nonexclusive license under the Patents to any third person, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Patents to any third person. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

9. At such time as Assignor shall completely satisfy all of the Reno Obligations, this Agreement shall terminate and Lender shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary and proper to re-vest in Assignor full title to the Patents.

10. Any and all fees, costs and expenses, of whatever kind or nature incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto, or otherwise related to, protecting, maintaining or preserving the Patents or to defending or prosecuting any actions or proceedings arising out of or related to the Patents, shall be borne and paid by Assignor.

11. Until the Reno Obligations shall have been paid in full, Assignor shall preserve, prosecute and maintain all rights in patent applications and Patents which are necessary of the operation of its business as currently conducted.

12. All of Lender's rights and remedies with respect to the Patents shall be cumulative and may be exercised singularly or concurrently.

13. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 5.

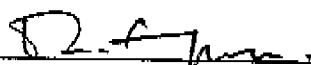
14. The benefit and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

15. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Kansas.

[Signatures appear on the following page]

WITNESS the execution hereof under seal as of the day and year first above written.

MARLEN RESEARCH CORPORATION

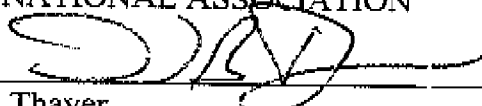
By: 
Robert L. Green
Chief Executive Officer

[CORPORATE SEAL]

ATTEST:


Larry DeArmond, Secretary

PNC BANK, NATIONAL ASSOCIATION

By: 
David Thayer
Vice President

ACKNOWLEDGEMENTS

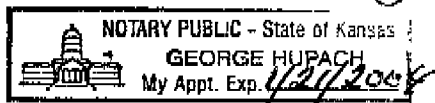
STATE OF Kansas)
COUNTY OF Renov) ss.

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 12 day of April, 2002, personally appeared Robert L. Green, to me known personally, and who, being by me duly sworn, stated that he is the Chief Executive Officer of Marlen Research Corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Robert L. Green acknowledged said instrument to be the free act and deed of said corporation.

George Hupach
Notary Public

My Commission Expires:

1/21/2004



STATE OF Pennsylvania)
COUNTY OF Allegheny) ss.

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 29th day of May, 2002, personally appeared David Thayer, to me know personally, and who, being by me duly sworn, stated that he is the Vice President of PNC Bank, National Association, and that said instrument was signed and sealed on behalf of said national banking association by authority of its Board of Directors, and said David Thayer acknowledged said instrument to be the free act and deed of said corporation.

Lisa A. Liscio
Notary Public

My Commission Expires:

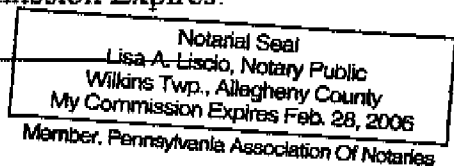


EXHIBIT A

U.S. PATENTS AND PATENT APPLICATIONS

| <u>Patent App./Patent No.</u> | <u>App. Filing Date/Pat. Issue Date</u> | <u>Title</u> |
|-------------------------------|---|--|
| Pat. No. D369,510 | 5/7/96 | Twin Piston Pump (Design) |
| Pat. No. 4,637,936 | 1/20/87 | Aseptic Food Processing Apparatus and Method |
| Pat. No. 4,700,899 | 10/20/87 | Continuous Vacuum Grinding Method and Apparatus |
| Pat. No. 4,708,296 | 11/24/87 | Jet Knife Structure |
| Pat. No. 4,674,267 | 6/23/87 | Processing and Packaging System for Flexible Containers |
| Pat. No. 4,747,342 | 5/31/88 | Anaerobic Meat Emulsification Apparatus and Method |
| Pat. No. 4,830,230 | 5/16/89 | Hydraulically Controlled Portioner Apparatus |
| Pat. No. 4,884,594 | 12/5/89 | Compact Twin Piston Pump |
| Pat. No. 4,905,348 | 3/6/90 | Double-Gated Extrusion Die for Sausage Links |
| Pat. No. 5,014,882 | 5/14/91 | Pivot-Action Portioning Apparatus |
| Pat. No. 4,974,292 | 12/4/90 | Apparatus for Handling and Packaging of Emulsified Meat Products |
| Pat. No. 5,035,671 | 7/30/91 | Dual Piston Portioner and Casing Device |
| Pat. No. 5,071,326 | 12/10/91 | Double Piston Portioning Apparatus |
| Pat. No. 5,197,914 | 3/30/93 | Casing Brake Mechanism for Stuffing Apparatus |
| Pat. No. RE35,297 | 7/16/96 | Dual Piston Portioner and Casing Device |

| <u>Patent App./Patent No.</u> | <u>App. Filing Date/Pat. Issue Date</u> | <u>Title</u> |
|-------------------------------|---|--|
| App. No. 08/605,326 | 2/7/96 | Method of Preparing Self Sustaining Vegetable-Based Food Patties |
| Pat. No. 5,553,985 | 9/10/96 | Quick Clean-Up Dual Piston Pump |
| Pat No. 5,464,338 | 11/7/95 | Food Pump |
| Pat. No. 5,479,847 | 1/2/96 | Dual-Piston Pump Apparatus |
| Pat No. 6,113,482 | 9/5/2000 | Metal Detectable Elastomeric Material for Piston Seals and the Like |

EXHIBIT B

FOREIGN PATENTS AND PATENT APPLICATIONS

| <u>Country</u> | <u>Patent App./Pat. No.</u> | <u>App. Filing Date/Pat. Issue. Date</u> | <u>Title</u> |
|-------------------------------|-----------------------------|--|--|
| Australia | Pat No. 568,762 | 8/1/85 | Aseptic Food Processing Apparatus and Method |
| Austria | Pat. No. 0,171,735 | 3/29/89 | Aseptic Food Processing Apparatus and Method |
| Belgium | Pat. No. 0,171,735 | 3/29/89 | Aseptic Food Processing Apparatus and Method |
| Brazil | Pat. No. P18,503,784 | 6/26/90 | Aseptic Food Processing Apparatus and Method |
| Netherlands | Pat. No. 0,171,735 | 3/29/89 | Aseptic Food Processing Apparatus and Method |
| Luxembourg | Pat. No. 0,171,735 | 3/29/89 | Aseptic Food Processing Apparatus and Method |
| Spain | Pat. No. 546,043 | 1/12/87 | Aseptic Food Processing Apparatus and Method |
| Spain | Pat. No. 557,147 | 4/14/87 | Aseptic Food Processing Apparatus and Method |
| Switzerland/ Liechtenstein | Pat. No. 0,171,735 | 3/29/89 | Aseptic Food Processing Apparatus and Method |
| European Patent | Pat. No. 0,218,790 | 4/25/90 | Continous Vacuum Grinding Method and Apparatus |

| <u>Country</u> | <u>Patent App./Pat. No.</u> | <u>App. Filing Date/Pat. Issue. Date</u> | <u>Title</u> |
|--------------------------------|-----------------------------|--|--|
| Austria | Pat. No. 0,218,790 | 4/25/90 | Continous Vacuum Grinding Method and Apparatus |
| Belgium | Pat. No. 0,218,790 | 4/25/90 | Continous Vacuum Grinding Method and Apparatus |
| Denmark | Pat. No. 164,384 | 11/9/92 | Continous Vacuum Grinding Method and Apparatus |
| France | Pat. No. 0,218,790 | 4/25/90 | Continous Vacuum Grinding Method and Apparatus |
| Germany | Pat. No. P3,670,561.6 | 4/25/90 | Continous Vacuum Grinding Method and Apparatus |
| Netherlands | Pat. No. 0,218,790 | 4/25/90 | Continous Vacuum Grinding Method and Apparatus |
| Italy | Pat. No. 0218790 | 4/25/90 | Continous Vacuum Grinding Method and Apparatus |
| Luxembourg | Pat. No. 0,218,790 | 4/25/90 | Continous Vacuum Grinding Method and Apparatus |
| Spain | Pat. No. 2,002,834 | 8/9/88 | Continous Vacuum Grinding Method and Apparatus |
| Sweden | Pat. No. 0,218,790 | 4/25/90 | Continous Vacuum Grinding Method and Apparatus |
| Switzerland / Liechtenstein | Pat. No. 0,218,790 | 4/25/90 | Continous Vacuum Grinding Method and Apparatus |

| <u>Country</u> | <u>Patent App./Pat. No.</u> | <u>App. Filing Date/Pat. Issue. Date</u> | <u>Title</u> |
|--------------------------------|-----------------------------|--|---|
| United Kingdom | Pat. No. 0,218,790 | 4/25/90 | Continuous Vacuum Grinding Method and Apparatus |
| Canada | Pat. No. 1,259,893 | 9/26/89 | Continuous Vacuum Grinding Method and Apparatus |
| Austria | Pat. No. 0,219,754 | 11/22/90 | Jet Knife Structure |
| Belgium | Pat. No. 0,219,754 | 11/22/90 | Jet Knife Structure |
| France | Pat. No. 0,219,754 | 11/22/90 | Jet Knife Structure |
| Greece | Pat. No. 900,401,191 | 11/22/90 | Jet Knife Structure |
| Netherlands | Pat. No. 0,219,754 | 11/22/90 | Jet Knife Structure |
| Luxembourg | Pat. No. 0,219,754 | 11/22/90 | Jet Knife Structure |
| Spain | Pat. No. 0,219,754 | 11/22/90 | Jet Knife Structure |
| Switzerland / Liechtenstein | Pat. No. 0,219,754 | 11/22/90 | Jet Knife Structure |
| United Kingdom | Pat. No. 0,219,754 | 11/22/90 | Jet Knife Structure |
| European Patent | Pat. No. 0,247,310 | 5/23/90 | Processing and Packaging System for Flexible Containers |
| Australia | Pat. No. 578,179 | 3/23/87 | Processing and Packaging System for Flexible Containers |
| Austria | Pat. No. 0,247,310 | 5/23/90 | Processing and Packaging System for Flexible Containers |
| Belgium | Pat. No. 0,247,310 | 5/23/90 | Processing and Packaging System for Flexible Containers |

| <u>Country</u> | <u>Patent App./Pat. No.</u> | <u>App. Filing Date/Pat. Issue Date</u> | <u>Title</u> |
|----------------|-----------------------------|---|---|
| Brazil | Pat. No. P18,702,780 | 9/28/93 | Processing and Packaging System for Flexible Containers |
| Denmark | Pat. No. 163,978 | 11/27/89 | Processing and Packaging System for Flexible Containers |
| Finland | Pat. No. 82,819 | 4/25/91 | Processing and Packaging System for Flexible Containers |
| France | Pat. No. 0,247,310 | 5/23/90 | Processing and Packaging System for Flexible Containers |
| Germany | Pat. No. P3,762,834.8 | 5/23/90 | Processing and Packaging System for Flexible Containers |
| Greece | Pat. No. 900,400,415 | 5/23/90 | Processing and Packaging System for Flexible Containers |
| Netherlands | Pat. No. 0,247,310 | 5/23/90 | Processing and Packaging System for Flexible Containers |
| Italy | Pat. No. 0,247,310 | 5/23/90 | Processing and Packaging System for Flexible Containers |
| Luxembourg | Pat. No. 0,247,310 | 5/23/90 | Processing and Packaging System for Flexible Containers |
| Norway | Pat. No. 177,584 | 10/18/95 | Processing and Packaging System for Flexible Containers |
| Spain | Pat. No. 0,247,310 | 5/23/90 | Processing and Packaging System for Flexible Containers |

| <u>Country</u> | <u>Patent App./Pat. No.</u> | <u>App. Filing Date/Pat. Issue. Date</u> | <u>Title</u> |
|--------------------------------|-----------------------------|--|---|
| Sweden | Pat. No. 0,247,310 | 5/23/90 | Processing and Packaging System for Flexible Containers |
| Switzerland / Liechtenstein | Pat. No. 0,247,310 | 5/23/90 | Processing and Packaging System for Flexible Containers |
| United Kingdom | Pat. No. 0,247,310 | 5/23/90 | Processing and Packaging System for Flexible Containers |
| Argentina | Pat. No. 247,165 | 11/30/94 | Processing and Packaging System for Flexible Containers |
| European Patent | Pat. No. 0,350,483 | 8/4/93 | Feeding Device for Patty Forming Machine |
| Australia | Pat. No. 598,899 | 11/6/87 | Feeding Device for Patty Forming Machine |
| Austria | Pat. No. 0,350,483 | 8/4/93 | Feeding Device for Patty Forming Machine |
| Belgium | Pat. No. 0,350,483 | 8/4/93 | Feeding Device for Patty Forming Machine |
| Canada | Pat. No. 1,265,952 | 2/20/90 | Feeding Device for Patty Forming Machine |
| France | Pat. No. 0,350,483 | 8/4/93 | Feeding Device for Patty Forming Machine |
| Germany | Pat. No. 0,350,483 | 8/4/93 | Feeding Device for Patty Forming Machine |

| <u>Country</u> | <u>Patent App./Pat. No.</u> | <u>App. Filing Date/Pat. Issue. Date</u> | <u>Title</u> |
|--------------------------------|-----------------------------|--|--|
| Netherlands | Pat. No. 0,350,483 | 8/4/93 | Feeding Device for Patty Forming Machine |
| Italy | Pat. No. 0,350,483 | 8/4/93 | Feeding Device for Patty Forming Machine |
| Japan | Pat. No. 1,732,272 | 2/17/93 | Feeding Device for Patty Forming Machine |
| Luxembourg | Pat. No. 0,350,483 | 8/4/93 | Feeding Device for Patty Forming Machine |
| Sweden | Pat. No. 0,350,483 | 8/4/93 | Feeding Device for Patty Forming Machine |
| Switzerland / Liechtenstein | Pat. No. 0,350,483 | 8/4/93 | Feeding Device for Patty Forming Machine |
| United Kingdom | Pat. No. 0,350,483 | 8/4/93 | Feeding Device for Patty Forming Machine |
| Canada | Pat. No. 1,288,284 | 9/3/91 | Compact Twin Piston Pump |
| Canada | Pat. No. 1,301,545 | 5/26/92 | Compact Twin Piston Pump |
| Canada | Pat. No. 1,301,546 | 5/26/92 | Compact Twin Piston Pump |
| Canada | Pat. No. 1,302,162 | 6/2/92 | Compact Twin Piston Pump |
| Australia | Pat. No. 613,422 | 11/28/91 | Compact Twin Piston Pump |

| <u>Country</u> | <u>Patent App./Pat. No.</u> | <u>App. Filing Date/Pat. Issue. Date</u> | <u>Title</u> |
|-----------------|-----------------------------|--|---|
| Australia | Pat. No. 632,405 | 3/14/91 | Compact Twin Piston Pump |
| Australia | Pat. No. 625,145 | 8/23/88 | Compact Twin Piston Pump |
| Japan | Pat. No. 2,872,946 | 1/8/99 | Compact Twin Piston Pump |
| European Patent | App. No. 90,907,890.9 | 5/4/90 | Slide Plate Patty Forming Apparatus |
| Australia | Pat. No. 639,235 | 5/4/90 | Slide Plate Patty Forming Apparatus |
| Australia | App. No. 29,861/93 | 5/28/93 | Slide Plate Patty Forming Apparatus |
| Brazil | App. No. P19,007,568 | 5/4/90 | Slide Plate Patty Forming Apparatus |
| Canada | App. No. 2,057,060 | 5/4/90 | Slide Plate Patty Forming Apparatus |
| Japan | App. No. --- | 5/4/90 | Slide Plate Patty Forming Apparatus |
| Australia | Pat. No. 639,235 | 5/4/90 | Slide Plate Patty Forming Apparatus |
| Mexico | Pat. No. 173,976 | 4/12/94 | Double Piston Portioning Apparatus |
| PCT | App. No. US92/07,051 | 8/21/92 | Casing Brake Mechanism for Stuffing Apparatus |
| Taiwan | Pat. No. NI-65,823 | 8/13/94 | Casing Brake Mechanism for Stuffing Apparatus |

| <u>Country</u> | <u>Patent App./Pat. No.</u> | <u>App. Filing Date/Pat. Issue Date</u> | <u>Title</u> |
|----------------|-----------------------------|---|---|
| Mexico | App. No. 92 7238 | 12/14/92 | Casing Brake Mechanism for Stuffing Apparatus |
| Mexico | Pat. No. 199,006 | 10/11/00 | Dual-Piston Pump Apparatus |
| Brazil | App. No. PI 9,509,604-3 | 6/13/95 | Dual-Piston Pump Apparatus |

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